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ABSTRACT

This agreement was entered into July 1, 1973 between the Board of Trustees of Michigan State University and Michigan State University Skilled Tradesmen Local Union No. 99, Council No. 7, American Federation of State, County, and Municipal Employees, AFL-CIO. The general purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, Employees, and the Union. Discussed in this agreement are areas covering: the union, seniority, grievance procedures, layoffs, leaves of absence, promotions and transfers, compensation and wages, insurance programs and additional articles (student labor, safety committee, contract documents, ratification, termination, and modification). (PG)

ED102924

AGREEMENT BETWEEN

MICHIGAN STATE UNIVERSITY

AND

MICHIGAN STATE UNIVERSITY
SKILLED TRADESMEN
LOCAL UNION NO. 999

COUNCIL NO. 7, AFSCME, AFL-CIO

HE006309

JULY 1, 1973

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PREFACE

The Board of Trustees of Michigan State University and Michigan State University Skilled Tradesmen Local No. 999 of the American Federation of State, County and Municipal Employee's Union (AFL-CIO) recognize their moral and legal responsibilities under federal, state, and local laws relating to fair employment practices.

The University and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex, age or national origin.

Whenever the word "Agreement" is used in this document it shall be considered synonymous with the word "Contract".

Where ever personal pronouns are used in this Agreement it shall be understood that the gender is neuter.

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AGREEMENT

This Agreement entered into this First day of July, 1973 between the Board of Trustees of Michigan State University (hereinafter referred to as the "EMPLOYER") and Michigan State University Skilled Tradesmen Local Union No. 999, Council No. 7, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

1.0 PURPOSE AND INTENT

1.1 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

1.2 The parties recognize that the interest of the Employer and job security of the employees depend upon the Employer's success in establishing a proper service to the State.

1.3 To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1.4 Accordingly, the officials representing the Employer and the Union will from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of their joint objective as set forth above. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement.

2.0 RIGHTS OF THE EMPLOYER

2.1 The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, and layoff, for the orderly and efficient operation of the University.

3.0 AID TO OTHER UNIONS

3.1 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

4.0 RECOGNITION

4.1 Employees Covered

4.1-1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize Michigan State University Skilled Trades Local 999, Council 7, AFSCME, AFL-CIO as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer in the classifications as set forth in Appendix I within the bargaining units described in the Bargaining Units clause of this Agreement.

5.0 BARGAINING UNITS

5.1 The bargaining units referred to in the Recognition section, Employees Covered provision, if this Agreement include all of the covered employees in the following units, excluding executive, administrative, academic, students, supervisory, professional, technical and clerical personnel.

College of Agriculture and Natural Resources
College of Natural Science
College of Veterinary Medicine
Department of Intercollegiate Athletics
Division of Dormitories and Food Services
Division of Physical Plant
Division of University Services

5.2 The bargaining units referred to in the Recognition section, Employees Covered provision, of this Agreement include only the employees in the following units within the classification specified under each unit.

College of Engineering

Electronic Technician III
Mechanical Technician III
Shop Services Supervisor

College of Human Medicine

Mechanical Technician II

6.0 UNION SECURITY

6.1 Requirements of Union Membership

To the extent allowed by the laws of the State of Michigan, it is agreed that:

6.1-1 Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

6.1-2 Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the tenth (10th) day after the thirtieth (30th) day following such effective date, or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.

6.1-3 Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.

6.1-4 An employee who shall tender an initiation fee (if not already a member) and the periodic dues, or a sum equivalent to the initiation fee and periodic dues, uniformly required of all employees in the bargaining units that are represented by the Union, shall be deemed to meet the conditions of this section.

6.1-5 Employees of the bargaining units that are represented by the Union shall be deemed to be in compliance with this Union Security Clause if they are not more than sixty (60) days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services.

6.1-6 The Employer shall be notified in writing, by the Union, of any employees in the bargaining units that are represented by the Union who are sixty (60) days in arrears in payment of membership dues, or the sum equivalent.

6.1-7 The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with any request for termination under this Article.

7.0 UNION DUES, INITIATION FEES AND SERVICE CHARGES

7.1 Payment by Check-Off or Direct to Union

The Employer will check off initiation fees and monthly dues, or service charges, on the basis of individually signed voluntary check-off authoriza-

tion cards in forms that have been agreed to by the Employer and the Union. Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly membership dues, or service charges, by signing the proper authorization for check-off form, or may pay the same directly to the Union. Employees may cancel authorizations for check-off of union dues or service charges and make such payments directly to the Union; but if they are members of the Union, they must remain members for the duration of the Agreement.

7.2 Employer Responsibility for Deductions

The Employer shall have no responsibility for the collection of initiation fees and membership dues, or service charges, or any other assessments that are not in accordance with the Union Security Clause of the Agreement.

7.3 Delivery of Executed Authorizations for Check-Off

A properly executed copy of the form authorizing check-off by an employee for whom initiation fees and monthly membership dues, or service charges, are to be deducted in accordance with the Union Security Clause of the Agreement shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under a properly executed authorization for check-off which is in effect. Any authorization for check-off form which is incomplete or in error will be returned to the Council No. 7 Secretary-Treasurer by the Employer.

7.4 When Deductions Begin

Deductions under all properly executed authorizations for check-off shall become effective at the time such authorizations are tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

7.5 Refunds

In cases where a deduction is made that duplicates

a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by the Council No. 7.

7.6 Remittance of Deductions to Secretary-Treasurer

Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of Council No. 7 as soon as possible after the first pay of that month. The Employer shall furnish the designated financial officer of Council No. 7, monthly, with a list of those for whom the Union has submitted signed forms authorizing check-off, but for whom no deductions have been made.

7.7 Termination of Check-Off

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of a bargaining unit. The Council No. 7 will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

7.8 Disputes Concerning Check-Off

Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an authorization for check-off, shall be reviewed with the employee by a representative of the local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Appeal Board and its decision shall be final and binding on the employee, the Union, and the Employer. Until the matter is disposed of, no further deductions shall be made.

7.9 Limit of Employer's Liability

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payment of any sum other than

that constituting actual deductions made from wages earned by employees.

7.10 List of Members Paying Dues or Service Charges Directly

The Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues or service charges directly to the Council No. 7. Thereafter the Union will furnish the Employer a monthly list of any changes.

7.11 Disputes Concerning Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the local Union, and if not resolved, may be decided at the Appeal Board step of the grievance procedure. However, the employee may be retained at work while the dispute is being resolved.

7.12 The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

8.0 REPRESENTATION

8.1 Number of Representation Districts

8.1-1 The number of representation districts in the unit shall be the agreed upon number, unless the number is increased or decreased by agreement between the Employer and the Union. The Employer and the Union may redistrict the unit from time to time by agreement.

8.1-2 It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

9.0 STEWARDS AND ALTERNATE STEWARDS

9.1 In each district, employees in the district shall be represented by one District Steward or during his absence, an Alternate Steward, who shall be a regular employee and working in the district. The District Steward or Alternate Steward shall be notified of scheduled overtime periods. During scheduled overtime periods for more than one employee in a district, if the District Steward or Alternate Steward is not scheduled to work in accordance with the equalization of overtime provision (Article 5i.0) the District Steward or Alternate Steward shall appoint an employee scheduled to work as Acting Steward for that particilar overtime period.

9.2 The District Stewards, during their working hours, without loss of time or pay shall, in their own district, in accordance with the terms of this section, investigate and present grievances to the Employer, upon having received permission from his Supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the District Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of District Stewards leaving their work during working hours without loss of time or pay is subject to the understanding the time will be devoted to the proper handling of grievances and will not be abused; and District Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. One (1) District Steward or one (1) Alternate Steward and (1) executive board member will be excused with pay to attend one (1) regularly scheduled stewards or executive board meetings not to exceed two (2) hours per month. Any alleged abuse by either party will be a proper subject for a Special Conference.

9.3 A Chief Steward, or in his absence a designated Alternate Chief Steward, may investigate and discuss grievances with District Supervisors and/or District Stewards. The Chief Steward, or in his absence a designated Alternate Chief Steward, may leave his work during working hours without loss of pay based on the understanding that his Supervisor has granted him permission to leave his work, that the time will be devoted to the prompt handling of legitimate grievances, and that he will perform his regularly assigned work at all times except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

9.4 The Union will furnish the administrative head of the unit with the names of its authorized representatives and members of its grievance committees, and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer will, in return, through its administrative heads of the units keep the Union advised as to its representatives.

10.0 UNION BULLETIN BOARD

10.1 The Employer will provide enclosed bulletin boards that may be locked in each district which may be used by the Union for posting notices of the following types:

10.1-1 Notices of Union educational, recreational and social events.

10.1-2 Notices of Union elections.

10.1-3 Notices of results of Union elections.

10.1-4 Notices of Union meetings.

10.1-5 Notices of job openings.

11.0 LIMIT ON USE OF BULLETIN BOARDS

11.1 The Union shall have the exclusive right to the use of its assigned bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Boards, the President of the local Union will be advised by the Office of Labor Relations of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

12.0 SENIORITY DEFINED

12.1 Seniority shall be on a unit-wide basis in accordance with the employee's last date of hire unless negotiated locally by occupational groups.

12.2 "Length of continuous service" means uninterrupted employment, but includes layoffs and other periods of absence authorized by and consistent with this Agreement except as limited by the section designated as "Loss of Seniority", Article 15.0 of this Agreement.

13.0 SENIORITY

13.1 Probationary Employees

13.1-1 New employees hired in a unit shall be considered as probationary employees for the first three (3) months of their continuous employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit or occupational group whichever is in effect and shall rank for seniority from the three (3) months prior to the date he completed the probationary period. There shall be no seniority among probationary employees.

13.1-2 The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged or disciplined employees for other than Union activity.

14.0 SENIORITY LISTS

14.1 Seniority shall not be affected by the race, color, creed, sex, marital status, age or dependents of the employee as long as he is able to perform the available work.

14.2 The seniority lists on the date of this Agreement will show the names of all employees of the unit entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date.

14.3 The Employer will keep the seniority lists up to date at all times, and whenever a Steward shall raise a question of seniority, shall make the seniority list available for his inspection for the purpose of settling the question. The Employer will, if requested by the Union, post corrected seniority lists every three (3) months.

14.4 Within thirty (30) days after the ratification of this Agreement and every three (3) months thereafter during the term of this Agreement, the Employer shall give to the Council and Local 999 the names of all Union members covered by the Agreement together with their addresses as they then appear on the records of the Employer. The Council and Local 999 shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose Union duties require them to have such information.

15.0 LOSS OF SENIORITY

15.1 An employee shall lose his status as an employee and his seniority if:

15.1-1 He resigns or quits.

15.1-2 He is discharged or terminated (unless reversed through the grievance or arbitration procedures).

15.1-3 He retires.

15.1-4 He does not return to work from layoff within ten (10) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at his last address filed with the Personnel Office except when failure to notify and work is due to circumstances beyond the control of the employee. An employee who changes address must notify the Employer of the change.

15.1-5 He has been on layoff for a period of time equal to his unit seniority at the time of his layoff or two (2) years, whichever is lesser.

15.1-6 He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employees.

15.2 A grievance involving compliance with this section shall begin at Step Four of the grievance procedure, and may be processed through the grievance and arbitration procedures only by an employee who has lost his status as an employee and his seniority, provided it is submitted in writing at Step Four of the grievance procedure within three (3) working days after facts have occurred giving rise to his grievance.

16.0 SENIORITY OF STEWARDS

16.1 Notwithstanding their position on the seniority list, Stewards shall in the event of a layoff of any type be continued at work as long as there is a job in their district which they can perform and shall be recalled to work in the event of a layoff on the first open job in their district which they can perform.

17.0 SENIORITY OF OFFICERS

17.1 Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary, Recording Secretary and Chief Steward of the local Union, shall in the event of a layoff only be continued to work at all times when one or more districts or divisions or fractions thereof are at work, provided they can perform any of the work available.

18.0 SHIFT PREFERENCE

18.1 Shift preference will be granted on the basis of seniority within the classification as openings occur. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which a written request is made, provided the employee can do the work.

19.0 GRIEVANCE PROCEDURE

19.1 Time of Answers

The Employer will answer in writing any grievance presented to it in writing by the Union unless the time is extended by mutual agreement:

19.1-1 By the District Supervisor within five (5) working days from the date of the meeting at which the grievance was discussed.

19.1-2 By the administrative head of a unit or division within five (5) working days from the date of the meeting at which the grievance was discussed.

19.1-3 By the designated representative of the Employer within seven (7) working days from the date of the meeting at which the grievance was discussed.

19.1-4 The grievance must be presented in writing by the Chief Steward to the administrative head of a unit or division within thirty (30) days after its occurrence in order to be a proper matter for the grievance procedure.

19.2 Time of Appeals

19.2-1 Any grievance not appealed from an answer at Step III of the grievance procedure to Step IV of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

19-2-2 A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three (3) months from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

20.0 PRESENTING A GRIEVANCE

Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

20.1 Step I.

20.1-1 If an employee feels he has a grievance and wishes to enter it into the grievance procedure, he may discuss it with his immediate Supervisor, or with his District Steward who must then discuss it with the employee's immediate Supervisor before the grievance is referred to the District Supervisor. The Chief Steward may be present at any step or steps of the Grievance Procedure as well as an additional representative of the Employer, and if the Employer requests that the aggrieved employee be present at any step or steps of the Grievance Procedure to participate in the discussion he will be required to do so.

20.1-2 If the matter is thereby not resolved, the District Steward may discuss the grievance with the District Supervisor on his shift. In the absence of a District Supervisor on his shift, the District Steward may refer the grievance to the appropriate day shift District Steward who may discuss the matter with the District Supervisor.

20.2 Step II.

20.2-1 If the grievance is not resolved the District Steward may reduce the grievance to writing and present it to the District Supervisor on his shift. The grievance shall be dated and signed by the aggrieved employee and his District Steward and shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the District Supervisor receives the written grievance. At the time it is received it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged between the District Steward and the District Supervisor to discuss the grievance. The District Supervisor will then answer the grievance in writing.

20.3 Step III.

20.3-1 If the grievance is not resolved, the District Steward may refer the grievance to the Chief Steward who may present it to the administrative head or his designated representative of the unit or division indicating the reasons why the written answer of the District Supervisor was unsatisfactory. The grievance shall not be considered submitted until the administrative head, or his designated representative, receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged between the Chief Steward, District Steward and the representatives designated by the Employer to discuss the grievance. The administrative head, or his designated representative, will then answer the grievance in writing.

20.4 Step IV.

20.4-1 If the administrative head's answer is not satisfactory, the grievance may be referred to the local President who may submit his appeal on an agenda to the Employer's designated representative indicating the reasons why the written

answer of the administrative head was unsatisfactory. A meeting between no more than three (3) representatives of the Union and three (3) representatives designated by the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within (7) calendar days from the date the agenda is received by the Employer, or his designated representative.

20.4-2 The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

20.4-3 The local President or his representative shall be allowed time off his job without loss of pay to investigate a grievance he is to discuss or has discussed with the Employer, upon having received permission from his Supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the local President or his representative to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the local President or his representative leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the local President or his representative will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

20.5 Step V.

20.5-1 Board of Appeal. If the representatives of the Employer and the Union representatives do not dispose of the matter and the Union believes that the matter should be carried further, it shall then refer the matter to the President of the local Union or Council representative. The President of the local Union, or representative of Council No. 7, will review the matter, and if he wishes to carry the matter

further, he will, within thirty (30) days of the Employer's answer refer the matter to the Appeal Board.

20.5-2 If the President of the local Union, or representative of Council No. 7, refers the matter to the Appeal Board he shall give written notice to the Employer's representatives that the Employer's answer with respect to the grievance is not satisfactory to the Union. The Appeal Board shall be convened for the purpose of reviewing and reaching a final settlement on the grievance and shall render its disposition on the matter within two (2) weeks following the submission of the grievance to the Appeal Board.

20.5-3 The Appeal Board shall consist of two (2) representatives of the Employer and two (2) representatives of the Union.

20.5-4 The Appeal Board shall be convened within five (5) working days of the date the appeal is received by the Employer's designated representative.

20.6 Step VI.

20.6-1 In the event the members of the Appeal Board are unable to agree upon a final settlement of the grievance, settlement may be determined by decision of the Arbitrator selected by the parties. The local Union President or Council No. 7 representative or the Employer shall within thirty (30) calendar days of the disposition of the Appeal Board notify in writing the other party or his designated representative that they wish to appeal the grievance to arbitration. In the event they cannot agree upon an Arbitrator within five (5) working days, the Arbitrator shall be selected by the American Arbitration Association. The fees and approved expenses of an Arbitrator will be paid by the parties equally.

20.6-2 Grievances within the meaning of the grievance procedure and this arbitration clause shall consist only of disputes about the interpretation or application of the clauses

of this Agreement and about alleged violations of the Agreement. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

21.0 WITHDRAWAL OF CASES

21.1 After a case has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.

21.2 Finality of Decisions: There shall be no appeal from the Arbitrator's decision. Each such decision shall be final, and binding upon the Union and its members, the employee or employees involved, and the Employer. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of the Arbitrator.

22.0 COMPUTATION OF BACK WAGES

22.1 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

23.0 DISCHARGE OR DISCIPLINE

23.1 *Notice of Discharge or Discipline*

The Employer agrees, upon the discharge or discipline of any employee, to notify promptly in writing the Steward in the district of the discharge or discipline and a copy shall be mailed to the local President.

23.2 A discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the district and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the administrative head of the unit, or his designated representative, will arrange for a hearing to be held with the discharged or disciplined employee and his Steward.

23.3 *Appeal of Discharge or Discipline*

Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be excessive and without just cause, a complaint shall be presented in writing through the local President to the Director of Labor Relations within three (3) regularly scheduled working days of the discharge or discipline. The Director of Labor Relations will review the discharge or discipline and give his answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be referred to the Appeal Board step of the grievance procedure.

23.4 *Use of Past Record*

In imposing any discipline on a current charge the Employer will not take into account any prior infractions of which the Employer had knowledge, that occurred more than two (2) years previously.

24.0 MEDICAL DISPUTE

24.1 In the event of a dispute involving any employee's physical ability to perform his job on his return to work at the University from a layoff or leave of absence of any kind and the employee is not satisfied with the determination of the Director of the Health Center he may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, at the request of the Union, the Director of the Health Center and the employee's own doctor shall agree upon a third medical doctor to submit a report to the Employer and the employee,

and the decision of such third party will be binding on both parties. The expense of the report of the third party shall be shared equally by the Employer and the employee.

25.0 TEMPORARY LAYOFFS

25.1 Due to vacation periods and conditions beyond the Employer's control, adjustments of the work force can be made without application of the layoff procedure of the Agreement. If such temporary adjustment continues for more than ten (10) working days the Union can request the Management to adjust the working force according to the layoff provision of the Agreement and the Employer will do so within five (5) working days thereafter.

26.0 LAYOFFS

26.1 When there is a decrease in force, the following procedure shall be followed; probationary employees will be laid off on a unit-wide or occupational group basis, whichever is in effect provided the seniority employees can do the available work.

26.2 Seniority employees will be laid off according to seniority, provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of layoffs, unless he has previously performed the higher-rated job and is able to do the work.

26.3 Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The local Union Secretary and the District Steward will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

27.0 ASSIGNMENT OF SKILLED TRADES EMPLOYEES

27.1 Employees covered by this Agreement may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classification .

27.2 It is understood that the above provision does not guarantee twelve months' employment each year to any employee but is merely a sincere effort on the part of the Employer to utilize the talents and services of regular full-time employees during normally slow periods.

28.0 RECALL PROCEDURE

28.1 When the working force is increased after a layoff, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of recall unless he has previously performed the higher-rated job and is able to do the work.

28.2 Seniority of an employee who is reemployed from a seniority list in the same unit or division that he was laid off from shall be restored to its status as of the date he left the service of the Employer.

28.3 Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall he shall be considered a quit.

28.4 Employees who are recalled to work from a layoff must successfully pass a physical examination to be taken at the Health Center before they return to work.

29.0 WORK OPPORTUNITY FOR LAID OFF EMPLOYEES

29.1 The Employer will so far as reasonably practicable in employing new people in any unit give work opportunity campus-wide to employees with seniority of other units who are at the time laid off and are not expected to be returned to work in their unit.

29.2 An employee with seniority who is laid off and given work in another unit will accrue seniority effective as of the date of entry into this unit.

29.3 He shall retain seniority in his former unit until his accrued seniority in his new unit equals the seniority he had in his former unit, at which time all of his seniority in his former unit shall be cancelled.

30.0 ABSENCES

30.1 An employee is expected not to absent himself from work for any reason other than personal illness without making prior arrangements with his Supervisor. Unless such prior arrangements are made, an employee who, for any reason, fails to report for work must make a sincere effort to immediately notify his Supervisor of his reason for being absent. If the absence is to continue beyond the first day, the employee must notify the Supervisor on a daily basis unless otherwise arranged with his Supervisor. In proper cases exceptions will be made.

30.2 An employee shall lose his status as an employee and his seniority if he is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

31.0 HOLIDAY PROVISIONS

31.1 The paid holidays are designated as: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, December 24, 1973, December 31, 1973, December 24, 1974 and December 31, 1974.

31.2 Whenever one of these holidays fall on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer the employee will receive an alternate day off with pay, the time to be arranged with his Supervisor. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except for the day before or after Christmas and day before or after New Year's which shall be considered separately each year.

31.3 If an employee is absent on either his scheduled working day immediately preceding or his scheduled working day immediately following the holiday he will not be paid for the holiday unless his absence is excused. However, if an employee is laid off for the period between the end of fall term and the beginning of winter term because of lack of work, he will receive the same holiday pay given to the rest of the employees.

31.4 If an employee terminates his employment he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal vacation leave.

31.5 Employees who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the time actually employed.

32.0 VACATIONS

32.1 Vacations with pay shall be credited at the end of each month based on an employee's length of continuous full-time employment as shown in the following plan:

Service Months	*Accrual*	*Annual Accrual*	*Maximum Accrual*
Completion of 6 months	48 hrs.		
7th mo. thru 60th month	8 hrs. per month	96 hrs.	128 hrs.
61st mo. thru 120th month	11 hrs & 20 min. per month	136 hrs.	181 hrs.
121st month	14 hrs & 40 min. per month	176 hrs.	235 hrs.

32.2 Employees are expected to take their annual accrual each year. When this is not feasible, he may make arrangements with his Immediate Supervisor to accrue additional time but in no circumstances will the accrual exceed the amount shown in the schedule under Maximum Accrual.

32.3 Vacation will not accrue during an approved leave of absence without pay, while on regular Workmen's Compensation, during an extended military leave of absence, during a terminal vacation period or in excess of the Maximum Accrual.

32.4 An employee's vacation pay will be based on his regular base wage rate.

32.5 If a University designated holiday falls within an employee's vacation, he will be paid for the holiday and will not be charged for the vacation.

When an employee terminates he shall be paid for

any unused vacation but will not be paid for University designated holidays which may fall within the terminal vacation period.

32.6 An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan. All other leaves of absence will be considered a break in an employee's service record in determining vacation allowances.

32.7 An employee may take his vacation at any time in the course of the year as long as it conforms with the requirements of his individual department. A vacation should not be taken for less than one week at a time, but it is permissible for an employee to vary his schedule if it is approved by his Supervisor. An employee should consult with his Supervisor at an appropriate time each year concerning his vacation allowance and the time he wishes it to be scheduled. In the event of illness in the immediate family, an employee may use accrued vacation time subject to other provisions of this article.

32.8 Employees who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to vacation benefits proportionate to the time actually employed.

32.9 In the event of a dispute regarding the choice of vacation time, whenever possible the seniority employee will be given his choice of vacation time.

32.10 The following schedule will be used when the hire date or any changes such as a return from leave of absence necessitate pro-rating the hourly accrual for any portion of a month.

32.11 Entering Date

Days of the month	7th mo. thru 60th mo (8 hrs/mo.)	61st mo. thru 120th mo (11 hr. 20 min./mo.)	121st mo. (14 hrs. 40 min./mo)
1st thru 7th	8 hrs	11 hr. 20 min	14 hr. 40 min.
8th thru 14th	6 hrs	8 hr. 30 min.	11 hr.
15th thru 21st	4 hrs	5 hr. 40 min.	7 hr. 20 min.
22nd thru end of mo.	2 hrs	2 hr. 50 min.	3 hr. 40 min.

32.12 Exiting Date

Days of the Month	8 Hrs./Mo.	11 Hrs. 20 Min.	14 Hrs. 40 Min.
1st thru 7th	2 hrs.	2 hr. 50 min.	3 hr. 40 min.
8th thru 14th	4 hrs.	5 hr. 40 min.	7 hr. 20 min.
15th thru 21st	6 hrs.	8 hr. 30 min.	11 hr.
22nd thru end of month	8 hrs.	11 hr. 20 min.	14 hr. 40 min.

33.0 PERSONAL LEAVE DAY

33.1 Two (2) personal leave days (16 hours), with pay shall be granted annually to each full-time, continuous employee on the employment rolls as of July 1, for the purpose of atending to, or caring for, personal matters during the course of the fiscal year commencing on such date. Each full-time, continuous employee who is hired after the brginning of the fiscal year shall be credited with two (2) personal leave days or a fractional amount thereof as follows:

July through December	16 hours
January through March	8 hours
April through May	4 hours
June	0

33.2 The personal leave days, or fraction thereof, credited to each full-time, continuous employee shall be utilized and charged to him in increments of not less than two (2) full hours.

33.3 The personal leave days, or any fraction thereof, shall not be utilized during an absence for vacation, sick leave or during any other leave of absence.

33.4 No carry-over of unused personal leave day credit from one fiscal year to another shall be allowed.

33.5 The employee shall obtain the approval of his Supervisor prior to being absent for all, or any part, of the two (2) personal leave days.

34.0 SICK LEAVE

34.1 Every continuous full-time employee shall accumulate and be credited with thirteen (13) workdays of sick leave with pay per year, to be credited at the rate of one-half day for each completed bi-weekly payroll period. Employees may use sick leave after they have completed their first month of service. Maximum accrual is one hundred thirty (130) working days.

34.2 Sick leave shall be available for use by employees for the following purposes:

34.2-1 Acute personal illness or incapacity over which the employee has no reasonable control.

34.2-2 Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

34.2-3 Medical and dental extractions or treatment to the extent of time required to com-

plete such appointments when it is not possible to arrange such appointments for non-duty hours.

34.2-4 Illness or disability associated with pregnancy when a physician indicates that the employee is unable to perform all of the duties of her job.

34.3 All employees shall accumulate sick leave from the date they are hired.

34.4 A regular full-time employee with ninety (90) days of continuous service who suffers injury compensable under the Workmen's Compensation Act shall continue to receive his regular rate for time lost during the first seven (7) days not covered by the Workmen's Compensation Act, provided he follows the instructions of the University Health Director, and provided he returns to work not later than the time recommended by the University Health Director. In the event of dispute, the Medical Dispute clause of this Agreement shall apply as regards the settlement of such dispute. Following the first seven (7) days, such seniority employee shall be paid the difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his sick leave is exhausted.

34.5 Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits.

34.6 Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

34.7 Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon reemployment by the Employer, have available any unused sick leave previously earned; provided that such reemployment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

34.8 An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

34.9 An employee who transfers from one unit to another shall transfer with him any unused sick leave.

34.10 Employees who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to sick leave benefits proportionate to the time actually employed.

34.11 Each District Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may request a statement from the employee's personal physician concerning his disability. He may with reference to the needs of his district, require prompt notification from his employees of the necessity for taking sick leave. Prior notification should be provided by the employee so that he can make arrangements for the work schedules. Employees who find they are going to be absent longer than they first anticipated should notify their Supervisor in accordance with the Absences clause of the Agreement (Article 30.0).

34.12 All payment for sick leave shall be made at the employee's current rates of pay.

35.0 FUNERAL LEAVE

35.1 If death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days. In the case of death of the employee's uncle, aunt, nephew or niece, the employee will be excused from work without loss of pay for one (1) day, the day of the funeral, to attend the funeral.

35.2 Definition of Employee's Immediate Family: The employee's immediate family shall be interpreted as including wife or husband, child, father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, step-father, step-mother, half brother and half sister.

35.3 Permission will be granted without loss of pay to a reasonable number of employees in a unit who wish to attend the funeral of a fellow employee or former employee, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

36.0 JURY DUTY

36.1 An employee with six (6) months of continuous, regular, full-time employment who serves on Jury Duty will be paid the difference between his pay for Jury Duty and his regular pay. An employee is expected to report for regular University duty when temporarily excused from attendance at Court.

37.0 UNION EDUCATION LEAVE

37.1 Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed eight (8) employees and the number of working hours will not exceed one-hundred thirty-six (136) hours in any one (1) calendar year. The Union agrees to give the Employer as much advance notice as possible concerning such leaves of absence.

38.0 PERSONAL LEAVE

38.1 Leaves of absence without pay up to three (3) months may be granted upon the request of the Employee in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, child care, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year.

39.0 LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

39.1 If an employee who has acquired seniority under this Agreement has exhausted all paid sick leave and is still physically unable to perform his job, an illness or disability leave without pay for up to three (3) months may be granted. After the initial three (3) month period an extension of illness and disability leave without pay for up to a total of two (2) years may be granted.

39.2 When a leave of absence without pay is granted due to illness or disability which requires the services of a physician, then the employee must procure and have available for the Olin Health Center a physician's transcript relative to the case before the employee reports to the Olin Health Center for the required physical examination.

39.3 The employee who is on personal leave, or leave for illness or disability, will not receive pay for the holidays falling within the leave of absence nor will the employee accrue any vacation or sick leave time. The employee must check with the Staff Benefits Division about maintaining the employee group life insurance and hospitalization and surgical insurance during this period. All leaves of absence must be approved by the administrative head and cleared through the Personnel Office.

40.0 MILITARY LEAVE

40.1 Extended Service

Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through Selective Service or voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States. A position "other than temporary" is one that at the time of hire was expected to be continuous for an indefinite term and was not limited to a specific, brief, and nonrecurrent period. In order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety (90) days after release from duty.

40.2 Short Tours of Duty

Regular, full-time employees who belong to the National Guard, United States Reserve Corps, or other Federal or State military organizations, will be allowed the normal fifteen (15) calendar days leave of absence when ordered to active duty for training. In the event these same employees are ordered to active duty for the purpose of handling civil disorders, they will be allowed a maximum of ten (10) calendar days leave of absence during a fiscal year. The Employer will pay the difference between the employee's military pay and regular pay, if his military pay is less. If the employee takes military leave during his vacation he will receive full pay.

41.0 EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

41.1 Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulation, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

42.0 LEAVE FOR UNION BUSINESS

42.1 Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter.

42.2 Upon their return they shall be reemployed in their former job with accumulated seniority. If the leave of absence exceeds one (1) year it will be necessary for the employee to take a physical examination at the Health Center before returning to work.

43.0 GENERAL CONDITIONS

43.1 During a leave of absence without pay, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement.

43.2 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence, and extensions.

43.3 The employees must check with the Staff Benefits Division about maintaining the employee group life insurance and hospitalization and surgical insurance during leave of absence subject to and consistent with these plans. All leaves of absence must be approved by the administrative head of the unit and cleared through the Personnel Office.

43.4 Return to Active Employment

43.4-1 The Employer at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee before returning him to active employment.

43.4-2 An employee returning from a leave of absence will be placed in his former classification unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so.

44.0 PROMOTIONS

44.1 The Employer will make promotions within each unit available on a seniority basis to its employees who possess the general physicial qualifications for the job as well as the special qualifications and training necessary for the job under consideration.

44.2 Job vacancies will be posted for a period of seven (7) calendar days in a conspicuous place in the work areas of the unit with a copy mailed to the Union office on the first day of posting.

44.3 Such notice shall remain posted for seven (7) calendar days before the job is filled and the Employer will, whenever possible, fill such job from present employees, giving first consideration to qualifications for the job and seniority. Temporary transfers may be used, if necessary, during the posting period.

44.4 A vacancy may not be filled from a job posting ninety (90) calendar days or more after the posting expiration date. The vacancy must be reposted if it is to be filled.

44.5 The Employer will not be obligated to consider a request for promotion from an employee who has not submitted his request for promotion to the Employer on or before the seventh (7th) calendar day the job is posted.

44.6 If it should become necessary in making a promotion to bypass an employee's seniority, reasons for denial shall be given in writing to such employee with a copy to the Steward of the district.

44.7 The employee who is promoted shall be granted a four (4) week trial period to determine:

44.7-1 His ability to perform on the job.

44.7-2 His desire to remain on the job.

44.8 During the four (4) week trial period, the employee shall have the opportunity to revert to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter then may become a proper subject for the grievance procedure.

44.9 During the trial period, employees will receive the rate of the job they are performing.

44.10 An employee who bids on an open job that is posted under this section designated as Promotions, and is subsequently selected and placed on such open job, shall remain assigned to it for three (3) months following the four (4) week trial period before becoming eligible to bid on another posted open job within the same unit in an occupational group other than the one in which the employee is currently working.

44.11 If an employee is temporarily (i.e., on a day-to-day basis and less than five (5) days) assigned to a job with a higher maximum rate, and he is capable of doing the job, he shall receive an increase of ten cents per hour, or the starting rate, whichever is greater, but in no event shall he be paid more than the maximum rate of the job to which he is temporarily assigned. If the temporary assignment in a higher classification is for three (3) hours or more, the employee will receive the increase in pay for eight (8) hours.

45.0 TRANSFERS

45.1 Transfer of Employees: If an employee with seniority is transferred from one seniority unit to another seniority unit he will be given seniority in the new unit equivalent to that which he had accrued in the unit from which he is transferred at which time all of his seniority in his former unit shall be cancelled.

45.2 If an employee is transferred to a position under the Employer not included in a unit and is thereafter transferred again to a position within the same unit, he shall have accumulated seniority while working in the position to which he was transferred. This shall also be applied to employees who were transferred to a position under the Employer not included in a unit prior to certification of the Union.

45.3 Employees transferring under the above circumstances, TRANSFERS 45.1 and 45.2, shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

45.4 If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.

45.5 The Employer agrees that in any movement of work not covered above in TRANSFERS 45.1, 45,2 and 45.4, he will discuss the movements with the Union in order to provide for the protection of the seniority of the employees involved.

46.0 CLASSIFICATION AND WAGES

46.1 Wages shall be paid in accordance with the Wage Schedule as set forth in Appendix III. All listed classifications and corresponding wage rates shall remain in effect for the term of the Agreement unless the job content of any classification is changed.

46.2 The Employer retains the right to eliminate, change and establish classifications. In the event a new classification is established or an existing classification is changed, the Employer shall place it in an existing pay grade in the Wage Schedule or in a new pay grade, on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing classifications.

46.3 The following procedure will be used whenever a new or changed classification is placed in the Wage Schedule, as provided in Section 46.2 of this article.

46.3-1 The Employer will provide the Union with a written copy of the new or changed classification which shall describe the job content sufficiently to identify the classification.

46.3-2 Upon receipt of the Employer's classification description, a reasonable number of representatives of the Union may meet with representatives of the Employer to discuss the new or changed classification and the placement in the Wage Schedule.

46.3-3 If there is a disagreement with the placement in the Wage Schedule, a grievance concerning compliance with Section 46.2 of this article may be processed through the Grievance and Arbitration Procedure, provided it is submitted in writing at Step III of the Grievance Procedure within seven (7) working days after the Union is afforded the opportunity to discuss the matter with the Employer. If such a grievance is processed through Arbitration, the Arbitrator shall have no power or authority to revise the classification or to establish or change the wage rate, but only

to determine whether the proper placement has been made in the Wage Schedule in accordance with Section 46.2 of this article.

47.0 MERIT INCREASES

47.1 The Employer will consider merit increases within a fiscal year to employees covered by the Agreement provided funds are available, and provided the employee merits an increase. In no case will a merit increase exceed the rate agreed to for each classification. When answering any grievances filed protesting the Employer's failure to grant an employee a merit increase, the answer will set forth in clear and accurate detail the facts taken into consideration in denying the merit increase. Grievances concerning merit increases will not be appealed to the Appeal Board step of the grievance procedure.

48.0 RED CIRCLE RATES

48.1 All regular full-time employees currently receiving "Red Circle Rates", i.e. rates in excess of the maximum rate for a specific classification within a certain grade level will continue to receive general increases as provided for in the Agreement.

48.2 The above provision (48.1) will not be applicable to other employees in the same classifications, to new employees in the same classification, or to employees who may replace employees currently receiving "Red Circle Rates".

49.0 WORKING HOURS

49.1 Shift Differential

49.1-1 Employees who work on the second or third shift shall receive, in addition to their regular pay, ten (10) cents per hour and twenty (20) cents per hour, respectively, additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

49.2 Shift Hours

49.2-1 The first shift is any shift that regularly starts on or after 5:00 a.m., but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.

49.3 Rest Periods

49.3-1 Employees may take a rest period of not more than fifteen (15) minutes for each half day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

49.4 Wash-Up Time

49.4-1 Employees will be given the necessary time prior to punching out, to wash up and change uniforms, if used.

49.5 Call-In Pay

49.5-1 An employee reporting for emergency duty at the Employer's request for work which he had not been notified of in advance and which is outside of and not continuous with his regular work period, shall be guaranteed at least three (3) hours pay and three (3) hours work at the rate of time and one-half. An employee who reports for scheduled work and no work is available will receive three (3) hours pay at his regular straight time rate.

49.6 Time-and-One-Half*

49.6-1 The following provisions apply to all areas of work in the bargaining units except those specifically covered by the original Letters of Agreement, the contents of which are now contained in this Agreement.

49.6-1-1 Time-and-one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours in an employee's work day.

49.6-1-2 Time-and-one-half the regular straight time rate will be paid for all hours worked in excess of forty (40) hours in an employee's work week.

49.6-1-3 Time-and-one-half the regular straight time rate will be paid for all time worked on a designated holiday in addition to holiday pay.

49.7 For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a holiday for which he receives holiday pay will be counted as a day worked.

49.8 Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

50.0 TIME-AND-ONE-HALF IN SEVEN-DAY OPERATIONS AND IN OTHER SPECIFIC AREAS OF WORK

50.1 The following provisions apply to seven-day operations and other specific areas of work within the work groups designated.

50.1-1 Time-and-one-half the regular straight time rate will be paid to employees assigned to seven-day operations who work over forty (40) hours in a work week. It is further agreed that the above provision applies to the Swing Shift Maintenance Shop Trouble Trucks within the Physical Plant.

*Subject to supplemental agreement as additional units are recognized.

50.1-2 Time-and-one-half the regular straight time rate will be paid to all employees classified in the bargaining unit in the Department of Intercollegiate Athletics who work over forty (40) hours in a work week.

51.0 EQUALIZATION OF OVERTIME HOURS

51.1 Overtime hours shall be divided as equally as practicable among employees in the same classifications in their district. An up-to-date list showing overtime hours will be posted in a prominent place in each district before the 15th of each month.

51.2 Whenever overtime is required, the person with the least number of overtime hours in that classification within their district will, except in necessary emergencies, be called first and so on down the list in an attempt to equalize the overtime hours. The Union reserves the right to grieve what is an emergency. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work.

51.3 For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that overtime period (2 hour minimum). In the event of emergency call in, only the person or persons who are actually contacted or reports to perform the work will be charged the time.

51.4 On July 1 each year, the amount of overtime hours credited to each employee will be reduced equal to the amount of overtime hours credited to the employee at the bottom of the overtime list and only the excess overtime hours for each employee shall be carried forward.

51.5 Employees that have changed classifications will be charged with the highest number of overtime hours that exist in the new classifications on the day he was reclassified.

52.0 LONGEVITY PAY

52.1 All regular full-time employees of the employer shall be entitled to receive longevity pay for length of continuous service with the Employer according to tha following rules and schedule of payment.

52.2 LONGEVITY YEAR The longevity year is defined as the twelve month period beginning October 1 of each year and ending September 30. For longevity payment purposes only, a year of continuous full-time service is defined as any longevity year in which the employee is actively employed for at least 39 calendar weeks (273 calendar days).

52.3 Longevity pay shall be computed as a percentage of the employees regular annual base wage. Base wage shall be that wage which an employee is being paid on the first regularly scheduled pay period of the calendar year in which the longevity payment is due. The annual base wage shall be equal to the employees hourly rate times 2080 hours as of the first pay period in the calendar year. If an employee is not on the payroll at that time, the hourly rate to be used will be the hourly rate upon his return. Base wage shall not include overtime or premium pay.

52.4 INITIAL ELIGIBILITY The last date of hire as a full-time employee will be used as the normal longevity date. To qualify for the first longevity payment, an employee must have completed six years of full-time continuous service as of October 1 of any year. To qualify for initial eligibility, the employee must have been on active full-time employment for at least 39 calendar weeks (273 calendar days) for six consecutive years. Periods of active full-time employment of less than 39 calendar weeks will be counted toward the employee's years of continuous service.

52.5 CONTINUING ELIGIBILITY After establishing initial eligibility, employees must be actively employed full-time for 39 calendar weeks (273 calendar days) during the longevity year to receive the longevity payment on December 1. Periods of active employment of less than 39 calendar weeks, while not qualifying the employee for payment of longevity, shall be counted toward the employee's years of continuous service.

52.6 Payments to employees who are eligible each October 1 will be paid on December 1. No longevity payment as shown in the schedule below shall be made for that portion of an employees regular wage which is in excess of $6500.

52.7 Longevity Pay Schedule

Continuous Service	*Annual Longevity Pay*
6 or more and less than 10 years	2% of annual wage
10 or more and less than 14 years	3% of annual wage
14 or more and less than 18 years.	4% of annual wage
18 or more and less than 22 years	5% of annual wage
22 or more and less than 26 years	6% of annual wage
26 or more years	8% of annual wage

53.0 HOSPITALIZATION - MEDICAL COVERAGE

53.1 Regular, full-time probationary employees may enroll for hospitalization - medical coverage within sixty (60) days of their employment date. The employee may enroll only in the Comprehensive Hospitalization, semi-private, with MVF-1 with ML and First Aid Emergency (FAE) rider with Master Medical Option IV that is now being offered to the employees by Michigan Blue Cross and Blue Shield. Employees will pay the full amount of the premium for hospitalization - medical coverage they have selected during their first three (3) months of continuous, regular, full-time employment, then the Employer will contribute toward the monthly premium cost of their coverage as provided below.

53.2 Beginning July 1, 1973, for a regular, full-time employee who has single subscriber coverage, the Employer shall pay the full amount of the single subscriber rate toward the total monthly premium cost of said hospitalization - medical coverage.

53.3 Beginning July 1, 1973, for a regular, full-time employee who has two party or more than two party coverage, the Employer shall pay ninety (90) percent and the employee shall pay ten (10) percent of the total monthly premium cost of said hospitalization - medical coverage. The Employer shall pay one hundred (100) percent of any increased monthly premium cost that may become effective on July 1, 1973, or thereafter until June 30, 1974.

53.4 Beginning July 1, 1974, for a regular, full-time employee who has two party or more than two party coverage, the Employer shall pay ninety-five (95) percent and the employee shall pay five (5) percent of the total monthly premium cost of said hospitalization - medical coverage.

53.5 The Employer shall in conjunction with representatives of Blue-Cross and Blue-Shield conduct a series of two (2) hour informational and training sessions for each employee who is presently enrolled in the Blue-Cross and Blue-Shield

hospitalization - medical coverage plans. Such sessions shall be conducted during September, October or November 1973 for the purpose of informing the employee of the coverage provided by the hospitalization - medical plans and the requirements for submission for rebates under such plans.

54.0 DISABILITY PLANS

54.1 Long-Term Disability Plan

54.1-1 A University-paid Long-Term Disability Plan will be granted to all permanent full-time employees with at least three (3) years of continuous service.

54.1-2 The LTD Program provides after a six (6) month disability waiting period for a continuation of the monthly wage equal to 60 percent of the first $1,000 of monthly income plus 40 percent of any income in excess of $1,000 including any benefits from Social Security or Workmen's Compensation programs.

54.1-3 The LTD Program additionally pays the employee's normal contribution and the University contribution to the TIAA-CREF Retirement Program.

54.1-4 Benefits are payable under this program to age 65 at which time the employee begins to receive his retirement annuity. The LTD Program includes a 3 percent cost of living rider and a $50 per month minimum benefit.

54.1-5 At the employee's expense he may continue to participate in the University group life and hospitalization programs.

54.1-6 For additional information, contact the Staff Benefits Division.

54.2 Extended Disability Plan

54.2-1 Eligibility

Regular employees with at least five years of continuous full-time employment are eligible for extended disability leave.

54.2-2 Usage

In cases which are expected to result in total disability, eligible employees will be granted extended disability leave with full pay and benefits for up to six months. This leave will include the aggregate of accumulated sick leave, vacation and personal time to the extent these benefits are due the employee. The total aggregate of all paid leaves, when used for total disability, is not to exceed six months from the date of disability and will specifically end when the Long Term Disability Program normally would begin.

55.0 GROUP LIFE INSURANCE

55.1 All regular, full-time employees who secure employment before their 53rd birthday are eligible to participate in the group life insurance plan. The choice to participate or not to participate in the group life insurance plan should be made within 60 days of employment. However, once the choice not to participate is made, the employee forfeits the right to participate at a later time without providing evidence of insurability. Schedule A is the basic program for all eligible employees. Schedule B is an optional alternate with double the amount of insurance.

55.2 Coverage

	SCHEDULE A		SCHEDULE B	
Age	Amount	Monthly Premium	Amount	Monthly Premium
To 45	$16,000*	$3.00	$32,000*	$6.50
45 - 65	$12,000*	$3.00	$24,000*	$6.50
65 - for life	$ 1,500	-0-	$ 2,500	-0-

*The amounts indicated above are doubled automatically in the event of accidental death.

55.3 New employees may elect either Schedule A or Schedule B at the time of enrollment. Employees desiring to transfer at a later date from Schedule A to Schedule B must provide evidence of insurability and may not increase to Schedule B after their 53rd birthday. Premiums are paid by the employee through payroll deduction.

55.4 Complete information concerning the group life insurance plan is contained in a booklet which may be obtained from the Staff Benefits Division.

56.0 DEATH BENEFIT INSURANCE

56.1 Effective July 1, 1973, the Employer will provide, at no employee cost, a fully paid life insurance program to all regular full-time employees with five or more years of continuous service.

56.2 This program will provide a life insurance benefit in the case of death of an eligible employee on active duty status (including leaves of absence of 180 days or less) equal to one times the annual wage (i.e. basic hourly rate times 2080).

56.3 The employee may designate a beneficiary if desired; if none is designated the life insurance benefit payment will be made to the beneficiary under the Group Life Program if enrolled.

otherwise payment will be made in a lump sum to the estate.

57.0 RETIREMENT BENEFITS

A. Retirement Program

57.1 Effective January 1, 1973, the UNCRP in its present form will cease to exist and will be replaced by a TIAA-CREF Annuity Program for all permanent full-time Local 999 employees.

57.2 Contribution amounts and eligibility requirements of the TIAA-CREF program effective January 1, 1973, will be as follows:

57.2-1 The program will be *offered* to all permanent full-time employees with at least 3 years of service.

57.2-2 The program will be *required*, as a condition of employment, for those who have attained age 35 and 3 years of service.

57.2-3 Those employees who are 55 years of age or over on January 1, 1973, may elect to remain subject to the improved UNCRP formula (see Section 57.3-1 below).

57.2-4 The contribution levels for the employee and the University will operate on the following schedule:

On 1/1/73 - 3% employee/ 6% MSU
On 7/1/75 - 4% employee/ 8% MSU
On 7/1/77 - 5% employee/10% MSU

57.3 While the UNCRP will in effect no longer exist, an individual employee will receive *no less* than what an *improved* UNCRP formula would have given him upon retirement.

57.3-1 The UNCRP formula will be improved to: 2% for each year of service multiplied by the top highest 3 year average earnings, with a $3,600 ceiling.

57.3-2 This formula (Section 57.3-1 above) will be applied for each employee at his retirement and will become the *minimum* that the employee will receive.

57.3-3 The employee and the University contributions to TIAA-CREF will purchase an annuity with the dollar value based on the entry date, earnings and years of participation coupled with the interest and experience of TIAA and/or CREF.

57.3-4 The employee will receive the larger of the improved formula (Section 57.3-1 above) *or* a TIAA-CREF annuity (Section 57.3-3 above) upon retirement and will receive payment direct from TIAA-CREF.

57.3-5 For those employees age 55 or over who do not elect to participate, their retirement will be figured solely on the improved formula (Section 57.3-1 above).

57.3-6 Employees who "retire" (terminate) without meeting the minimum provisions for vesting under the old UNCRP Plan (i.e. 62 years of age with 15 years of service *or* 25 years of service and subject to normal actuarial reductions, if any) will receive a retirement pension solely from the contributions made to the individual TIAA-CREF annuity.

57.4 It is further understood:

57.4-1 That the improved formula, contribution levels and method of benefit computation in addition to other provisions contained herein extend through June 30, 1978.

57.5 Complete details concerning the provisions of the University's TIAA-CREF Retirement Annuity Plan are outlined in a brochure which may be obtained from the Office of Personnel or the Staff Benefits Division.

B. University Retirement

57.6 Mandatory Employment Age

57.6-1 Termination or retirement shall be compulsory on the first day of the month following attainment of age 68.

57.7 University Retirement Defined

57.7-1 University retirement shall be defined as 1) attainment of age 62 with 15 years of continuous employment, or 2) at any age with 25 years of continuous employment.

57.7-2 Interruptions in employment of less than one (1) years duration shall not constitute a break in service as it pertains to this section.

57.7-3 University retirement allows an employee to continue participation in the University group life insurance and hospitalization plans. For additional information on retirement benefits, the employee should contact the Staff Benefits Division.

57.8 An employee who retires prior to 65 years of age must make advance arrangements with the Staff Benefits Division for the payment of the premiums for any insurance in which they are eligible to continue to participate.

57.9 An employee who retires under the definition in 57.7 shall be paid for fifty (50) percent of his unused sick leave, but not to exceed a maximum of fifty (50) percent of one hundred (100) days, as of the effective date of separation.

57.10 An employee who does not meet the definition of University Retirement in 57.7 but has at least five (5) years, but less than ten (10) years of continuous service and has attained 65 years of age at the time of his separation shall be paid fifty (50) percent of his unused sick leave as of the effective date of separation. An employee who does not meet the definition of University Retirement in 57.7 but has at least ten (10) years of continuous service and has attained 65 years of

age at the time of his separation shall be paid one hundred (100) percent of his unused sick leave as of the effective date of separation but not to exceed a maximum of one hundred (100) days.

57.11 Pro-rated longevity payments shall be made to those employees who retire under the definition of University Retirement in 57.7 prior to October first of any year. This also applies to those employees not under the definition of University Retirement in 57.7 but who are 65 years of age at the time of their separation. Such pro-rated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October first to the date of retirement or separation and shall be made as soon as practicable thereafter.

58.0 ASSIGNMENT OF COLLEGE OF AGRICULTURE AND NATURAL RESOURCES EMPLOYEES

58.1 Time-and-one-half the regular straight time rate will be paid to all employees in the bargaining unit who work over eighty (80) hours in any pay period of two (2) calendar weeks in the College of Agriculture and Natural Resources.

58.2 The Employer will provide jobs for students to the end that impecunious youngsters may secure an education. Many students are employed in order to receive practical training as a part of their education. Therefore, the Employer's current policy with respect to the employment and assignment of students in the College of Agriculture and Natural Resources will be continued.

58.3 The University's current policy with respect to the employment and assignment of academic personnel, graduate students and students on research projects in the College of Agriculture and Natural Resources will be continued and foremen and supervisory employees in the College of Agriculture and Natural Resources may spend up to thirty (30) percent of their time performing work outside of their supervisory duties in work related to research and special assignments in the

bargaining unit.

58.4 Additionally, it is understood that, in emergency situations when regular employees are not immediately available, supervisory employees in the College of Agriculture and Natural Resources may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration.

58.5 The Employer's current policy with respect to the employment and assignment of personnel to the cooperative training program in the Creamery in the College of Agriculture and Natural Resources will be continued.

59.0 SUPERVISION WORKING

59.1 It is the policy of the Employer that foremen and supervisory employees shall not perform work in any job classification of a bargaining unit; however, it is understood that occasionally management personnel are required to perform manual tasks and, in those situations, the Union agrees there is no violation of the policy herein stated.

59.2 Additionally, it is understood that, in emergency situations when regular employees are not immediately available, supervisory employees may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration.

60.0 STUDENT LABOR

60.1 It is the policy of the Employer to provide jobs for students to assist them in obtaining an education. It is the intent of the Employer to use student employees to supplement the regular work force and not replace it.

61.0 SPECIAL CONFERENCES

61.1 Special Conferences for important matters will be arranged between the local President and the Employer or its designated representative upon request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by a representative of Council No. 7.

62.0 SAFETY COMMITTEE

62.1 A Safety Committee of not more than two (2) employees and the Employer's representatives shall be established. The Union will furnish the Employer the names of its members of the Safety Committee and such changes as may occur from time to time in such personnel. This Committee shall meet upon the request of the Employer or the Union and at the mutual convenience of both during regular working hours for a period not to exceed two (2) hours per month for the purpose of making recommendations to the Employer. If the Safety Committee feels than an investigation should be made concerning a particular safety practice or rule then one Union member of the Safety Committee and a representative of the Employer of the Safety Committee will be designated to investigate the particular practice or rule and make proper recommendations to the Employer.

63.0 PHYSICAL PLANT APPRENTICESHIP PROGRAM

63.1 The Employer and the Union mutually agree that the Physical Plant Apprenticeship Program, as adopted and implemented on February 19, 1968, continue to be an integral part of this Agreement.

63.2 Revisions to this program shall be mutually agreed upon by the Employer and the Union.

64.0 SUPPLEMENTAL AGREEMENTS

64.1 All supplemental agreements shall be subject to the approval of the Employer, Local 999 and Council No. 7. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the local Union.

65.0 SAVINGS CLAUSE

65.1 If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall immediately enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

66.0 CONTRACT DOCUMENTS

66.1 The provisions herein contained constitute the entire Agreement between the parties.

67.0 RATIFICATION

67.1 The Union agrees to submit this Agreement to the employees of the bargaining units covered by this Agreement for ratification by them on or before July 22, 1973 and Council No. 7 and the local Union will recommend to the employees that it be ratified.

68.0 TERMINATION AND MODIFICATION

68.1 This Agreement shall continue in full force and effect from the date hereof until 11:59 p.m., June 30, 1975 and from year to year thereafter unless notice of termination of modification is given as provided in paragraphs 68.1-1, 68.1-2, and 68.1-3 below.

68.1-1 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

68.1-2 If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

68.1-3 Notice of Termination Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Council No. 7 and if to the Employer, addressed to Director of Labor Relations, or to any such address as the Union or the Employer may make available to each other.

69.0 EFFECTIVE DATE

This Agreement shall become effective as of July 1, 1973.

IN WITNESS WHEREOF THE PARTIES

HAVE SET THEIR HANDS

Date Signed September 27, 1973

MICHIGAN STATE UNIVERSITY SKILLED TRADESMEN

LOCAL UNION NO. 999

MICHIGAN COUNCIL NO. 7, AFSCME, AFL-CIO

Charles Jennings

Earl Watters

Joe King

EMPLOYER

Jack Breslow

William Neff

C. Keith Goetz

APPENDIX I
LOCAL 999 AFSCME
SCHEDULE OF SKILLED TRADES CLASSIFICATIONS AND GRADES

Classification	Grade
Apprentice (Physical Plant)	900
Astronomy Technician	913
Auto Mechanic II	906
Auto Mechanic III	908
Bindery Machine Operator I	901
Bindery Machine Operator II	904
Bindery Room Assistant	908
Blacksmith	901
Blacksmith Supervisor	911
Camera Operator-Stripper I	901
Camera Operator-Stripper II	906
Camera Operator-Stripper III	908
Carpenter II	906
Carpenter III	908
Chemistry Electronics Shop Supervisor	915
Chemistry Instrument Maker Supervisor	916
Cyclotron Electrical Technician	913
Cyclotron Electronics Technician I	902
Cyclotron Electronics Technician II	906
Cyclotron Electronics Technician III	908
Cyclotron Electronics Technician Supervisor	911
Cyclotron Instrument Maker	914
Cyclotron Instrument Maker, Supervisor	916
Cyclotron Machinist I	902
Cyclotron Machinist II	906
Cyclotron Machinist III	908
Cyclotron Operator-Technician, Senior	913
Designer Aide	915
Electrical Maintainer	911
Electrician II	906
Electrician III	908
Electro-Mechanical Instrument Maker	915
Electronics Technician I	902
Electronics Technician II	906
Electronics Technician III	908
Elevator Maintainer	911
Elevator Mechanic II	906
Elevator Mechanic III	908
Engineering Shop Supervisor	913
Equipment Technician	908

Classification	Grade
Glazier	908
HRA Mechanic II	906
HRA Mechanic III	908
HVAC Mechanic II	906
HVAC Mechanic III	908
Instrument Maker	913
Locksmith II	906
Locksmith III	908
Machinist II	906
Machinist III	908
Maintainer IV	909
Maintenance Mechanic II	906
Maintenance Mechanic III	908
Mason	908
Mechanical & Cryogenic Technician III	910
Mechanical Maintainer	911
Mechanical Technician I	902
Mechanical Technician II	906
Mechanical Technician III	908
Metal Worker Mechanic II	906
Metal Worker Mechanic III	908
Offset Press Operator I	901
Offset Press Operator II	903
Offset Press Operator III	906
Offset Press Operator IV	907
Offset Press Operator-Maintainer	908
Painter II	906
Painter III	908
Physics Apparatus Technician	909
Physics Apparatus Technician-Assistant	906
Physics and Astronomy Technician	910
Physics Instrument Maker Supervisor	916
Plant Research Shop Supervisor	915
Plumber II	906
Plumber III	908
Plumber Mechanic II	906
Plumber Mechanic III	908
Press Room Assistant	908
Printing Coordinator I	908
Refrigeration & Air Conditioning Maintainer	911
Refrigeration Engineering Supervisor	911
Refrigeration Mechanic II	906
Refrigeration Mechanic III	908
Relief Compositor-Press Operator I	901
Relief Compositor-Press Operator II	903
Roofer	908
Roofer Maintainer	911

Classification	Grade
Shop Services Supervisor	911
Spectrometer Technician	908
Steam Distribution-Systems Maint.	911
Steamfitter II	906
Steamfitter III	908
Tinsmith	908
Trades Helper	905
Upholsterer I	902
Upholsterer II	906
Upholsterer III	908
Welder	908
Zone Maintainer II	906
Zone Maintainer III	908

APPENDIX II
LOCAL 999 AFSCME
SCHEDULE OF SKILLED TRADES CLASSIFICATIONS BY GRADES

Classification	Effec. 7/1/73 Hourly Range Min.	Max.	Effec. 7/1/74 Hourly Range Min.	Max.
Grade 900	$3.95	$5.08	$4.19	$5.38
Apprentice (Physical Plant)				
Grade 901	$3.80	$4.36	$4.03	$4.62
Bindery Machine Operator I				
Blacksmith				
Camera Operator-Stripper I				
Offset Press Operator I				
Relief Compositor-Press Operator I				
Grade 902	$3.95	$4.53	$4.19	$4.80
Cyclotron Electronics Technician I				
Cyclotron Machinist I				
Electronics Technician I				
Mechanical Technician I				
Upholsterer I				
Grade 903	$4.07	$4.65	$4.31	$4.93
Offset Press Operator II				
Relief Compositor-Press Operator II				
Grade 904	$4.14	$4.76	$4.39	$5.05
Bindery Machine Operator II				
Grade 905	$4.24	$4.90	$4.49	$5.19
Trades Helper				
Grade 906	$4.52	$5.08	$4.79	$5.38
Auto Mechanic II				
Camera Operator-Stripper II				
Carpenter II				
Cyclotron Electronics Technician II				
Cyclotron Machinist II				
Electrician II				
Electronics Technician II				
Elevator Mechanic II				
HRA Mechanic II				

Classification	Effec. 7/1/73 Hourly Range Min.	Max.	Effec. 7/1/74 Hourly Range Min.	Max.
HVAC Mechanic II				
Locksmith II				
Machinist II				
Maintenance Mechanic II				
Mechanical Technician II				
Metal Worker Mechanic II				
Offset Press Operator III				
Painter II				
Physics Apparatus Technician-Assistant				
Plumber II				
Plumber Mechanic II				
Refrigeration Mechanic II				
Steamfitter II				
Upholsterer II				
Zone Maintainer II				
Grade 907	$4.73	$5.33	$5.01	$5.65
Offset Press Operator IV				
Grade 908	$4.94	$5.55	$5.24	$5.88
Auto Mechanic III				
Bindery Room Assistant				
Camera Operator-Stripper III				
Carpenter III				
Cyclotron Electronics Technician III				
Cyclotron Machinist III				
Electrician III				
Electronics Technician III				
Elevator Mechanic III				
Equipment Technician				
Glazier				
HRA Mechanic III				
HVAC Mechanic III				
Locksmith III				
Machinist III				
Maintenance Mechanic III				
Mason				
Mechanical Technician III				
Metal Worker Mechanic III				
Offset Press Operator-Maintainer				
Painter III				
Plumber III				
Plumber Mechanic III				
Press Room Assistant				
Printing Coordinator I				

Classification	Effect. 7/1/73 Hourly Range Min.	Max.	Effec. 7/1/74 Hourly Range Min.	Max.
Refrigeration Mechanic III Roofer Spectrometer Technician Steamfitter III Tinsmith Upholsterer III Welder Zone Maintainer III				
Grade 909 Maintainer IV Physics Apparatus Technician	$4.99	$5.62	$5.29	$5.96
Grade 910 Mechanical & Cryogenic Technician Physics and Astronomy Technician	$5.07	$5.71	$5.34	$6.05
Grade 911 Blacksmith Supervisor Cyclotron Electronics Technician Supervisor Electrical Maintainer Elevator Maintainer Mechanical Maintainer Refrigeration & Air Conditioner Maintainer Refrigeration Engineering Supervisor Roofer Maintainer Shop Services Supervisor Steam Distribution-Systems Maintainer	$5.19	$5.76	$5.50	$6.11
Grade 912	$5.29	$6.01	$5.61	$6.37
Grade 913 Astronomy Technician Cyclotron Electrical Technician Cyclotron Operator-Technician, Senior Engineering Shop Supervisor Instrument Maker	$5.40	$6.20	$5.72	$6.57
Grade 914 Cyclotron Instrument Maker	$5.51	$6.30	$5.84	$6.68
Grade 915 Designer Aide Electro-Mechanical Instrument Maker Plant Research Shop Supervisor	$5.69	$6.59	$6.03	$6.99

Classification	Effect. 7/1/73 Hourly Range Min.	Max.	Effect. 7/1/74 Hourly Range Min.	Max.
Chemistry Electronics Shop Supervisor				
Grade 916	$6.24	$7.34	$6.61	$7.78
Chemistry Instrument Maker Supervisor				
Cyclotron Instrument Maker Supervisor				
Physics Instrument Maker Supervisor				

APPENDIX III

WAGE RATE INCREASE PLAN

Wage rate increase plan effective July 1, 1973 for those employees included in the bargaining units clause of this Agreement.

The employees in the following grades will receive increases of 6.5 percent on July 1, 1973 and the minimum and maximum rates for each grade will be increased the same amount.

Current Grade	Current Rate Range	Effective 7/1/73 New Rate Range
900	$3.71 - $4.77	$3.95 - $5.08
901	$3.57 - $4.09	$3.80 - $4.36
902	$3.71 - $4.25	$3.95 - $4.53
903	$3.82 - $4.37	$4.07 - $4.65
904	$3.89 - $4.47	$4.14 - $4.76
905	$3.98 - $4.60	$4.24 - $4.90
906	$4.24 - $4.77	$4.52 - $5.08
907	$4.44 - $5.00	$4.73 - $5.33
908	$4.64 - $5.21	$4.94 - $5.55
909	$4.69 - $5.28	$4.99 - $5.62
910	$4.76 - $5.36	$5.07 - $5.71
911	$4.87 - $5.41	$5.19 - $5.76
912	$4.97 - $5.64	$5.29 - $6.01
913	$5.07 - $5.82	$5.40 - $6.20
914	$5.17 - $5.92	$5.51 - $6.30
915	$5.34 - $6.19	$5.69 - $6.59
916	$5.86 - $6.89	$6.24 - $7.34

APPENDIX III

WAGE RATE INCREASE PLAN

Wage rate increase plan effective July 1, 1974 for those employees included in the bargaining units clause of this Agreement.

The employees in the following grades will receive increases of 6.0 percent on July 1, 1974 and the minimum and maximum rates for each grade will be increased the same amount.

Current Grade	Current Rate Range	Effective 7/1/74 New Rate Range
900	$3.95 - $5.08	$4.19 - $5.38
901	$3.80 - $4.36	$4.03 - $4.62
902	$3.95 - $4.53	$4.19 - $4.80
903	$4.07 - $4.65	$4.31 - $4.93
904	$4.14 - $4.76	$4.39 - $5.05
905	$4.24 - $4.90	$4.49 - $5.19
906	$4.52 - $5.08	$4.79 - $5.38
907	$4.73 - $5.33	$5.01 - $5.65
908	$4.94 - $5.55	$5.24 - $5.88
909	$4.99 - $5.62	$5.29 - $5.96
910	$5.07 - $5.71	$5.34 - $6.05
911	$5.19 - $5.76	$5.50 - $6.11
912	$5.29 - $6.01	$5.61 - $6.37
913	$5.40 - $6.20	$5.72 - $6.57
914	$5.51 - $6.30	$5.84 - $6.68
915	$5.69 - $6.59	$6.03 - $6.99
916	$6.24 - $7.34	$6.61 - $7.78

MICHIGAN STATE UNIVERSITY, East Lansing, MI 48824
Office of Labor Relations

September 27, 1973

Mr. Charles Jennings
President, Local 999
Physical Plant
Campus

Dear Mr. Jennings:

It is agreed that all members of the AFSCME, AFL-CIO, Local 999, shall return to work without any retaliation or reprisal. The membership of Local 999 also agrees not to harass, intimidate or coerce other members of the work force who may or may not be members of Local 999, AFL-CIO.

Yours very truly,

William J. Reff
Director of Labor Relations

Acceptance

Charles Jennings, President

MICHIGAN STATE UNIVERSITY East Lansing, MI 48824
Office of Labor Relations

September 27, 1973

Mr. Charles Jennings
President, Local 999
Physical Plant
Campus

Dear Mr. Jennings:

It is agreed that the Employer will allow the President and Secretary-Treasurer of Local 999 to be excused from work for an aggregate of up to twelve (12) hours per week, noncumulative to conduct union business.

It is understood that this time is in addition to the time granted in the contract to handle grievances. Prior arrangements must be made with the employee's supervisor before leaving the job and such time will be spent on campus or in the East Lansing Office.

Very truly yours,

William J. Neff
Director of Labor Relations

Acceptance of the Union

Charles Jennings, President

MICHIGAN STATE UNIVERSITY, East Lansing, MI 48824
Office of Labor Relations

September 27, 1973

Mr. Charles Jennings
President, Local 999
Physical Plant
Campus

Dear Mr. Jennings:

The new vacation accrual plan will be implemented as soon as possible after the effective date of this Agreement. Each individual employee's vacation record will be reconciled as to vacation earned versus vacation taken for the period of July 1, 1971, to July 1, 1973. A period of approximately 18 months will be used to allow each individual employee to adjust their vacation accrual. On January 1, 1975, the plan will be fully implemented and only that vacation currently accrued may be taken.

Should this plan prove to be unsatisfactory, the parties agree to meet after July 1, 1975, to work out a solution.

Very truly yours,

William J. Meff
Director of Labor Relations

Acceptance of Union

Charles Jennings, President

MICHIGAN STATE UNIVERSITY, East Lansing, MI 48824
Office of Labor Relations

September 27, 1973

Mr. Charles Jennings
President, Local 999
Physical Plant
Campus

Dear Mr. Jennings:

Recognizing the concern expressed by the membership of Local 999 AFSCME over the issue of the classification, Maintenance Mechanic, the University proposes that:

1. The following classifications will be used in the operations of the Mechanical Shop as it is presently structured:

Plumber Mechanic
Metal Worker Mechanic
HVAC Mechanic
Refrigeration Mechanic
Maintenance Mechanic

2. Those employees presently classified as Maintenance Mechanics shall, within thirty (30) calendar days from the effective date of this Agreement, have the option to be reclassified into another applicable classification or to remain as Maintenance Mechanics.

3. No employee will be classified or reclassified as a Maintenance Mechanic without his written approval.

4. If the employer finds it necessary to relocate or transfer any portion of the mechanical systems operations into another area of the Physical Plant, the Employer may do so without violating the intent of this letter nor will the Employer be required to change the employee's existing classification when such a transfer is made.

Very truly yours,

William J. Neff
Director of Labor Relations

Acceptance of Union

Charles Jennings, President

MICHIGAN STATE UNIVERSITY, East Lansing, MI 48824
Office of Labor Relations

September 27, 1973

Mr. Charles Jennings
President, Local 999
Physical Plant
Campus

Dear Mr. Jennings:

It is agreed that representatives of the University shall meet with representatives of Local 999 at mutually convenient times for the purpose of discussing the expansion of the apprenticeship program to include other apprenticeable trades which are presently not included in the program.

It is further agreed that representatives of the two parties will also meet for the purpose of investigating possible changes in the educational and on-the-job phases of the Apprenticeship Program. The purpose of this investigation is to insure that graduates of the apprenticeship program will be qualified to receive the maximum rate of the appropriate III level classification.

Initial meeting to convene within thirty (30) calendar days from this date. It shall be the intention of both parties that recommendations can be made for implementation prior to January 1, 1974.

Very truly yours,

William J. Meff
William J. Meff
Director of Labor Relations

Acceptance of Union:

Charles Jennings
Charles Jennings, President

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